

## EXHIBIT 3

Fees: \$15.00  
N/C Fee: \$0.00  
01/20/2010 01:18:52 PM

Receipt #: 201237  
Requestor:  
CLARK RECORDING SERVICE  
Recorded By: CDE Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

WHEN RECORDED MAIL TO:

Angius & Terry Collections LLC  
1120 North Town Center Drive, Suite 260  
Las Vegas, NV 89144-6304  
(877) 781-8885

First American Title

APN: 125-16-416-030

TS No.: 2009-4229-N

Title Order No.: 436024A5

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER NOTICE OF  
DELINQUENT ASSESSMENT LIEN**

**Angius & Terry Collections LLC is a debt collector and is attempting to collect  
a debt. Any information obtained will be used for that purpose.**

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN  
THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE  
AMOUNT IS IN DISPUTE!** You may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice of default may be recorded or mailed. The amount is \$1,420.15 as of 1/15/2010 and will increase until your account becomes current. Upon your written request, Elkhorn Community Association (the "Association") will give you a written itemization of the entire amount you must pay. You and the Association may mutually agree in writing prior to the time the notice of sale is posted to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2). Following the expiration of the time period previously referred to, unless a separate written agreement between you and the Association permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by the Association.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, contact the following trustee who has been authorized by the Association to enforce its lien by sale: Angius & Terry Collections, 1120 North Town Center Drive, Suite 260, Las Vegas, Nevada 89144, (877) 781-8885.

THIS NOTICE is given pursuant to N.R.S. 117.070 et. Seq. or N.R.S. 116.3115 et. Seq. and N.R.S. 116.3116 through 116.31168 et. Seq., and pursuant to that certain Notice of Delinquent Assessment, recorded on 12/14/2009 as document no. 0001932 book 20091214 page of Official Records in the office of the Recorder of Clark County, State of Nevada. Owner: Wayne Berwick and Debra Berwick

Of Unit No. , Lot 12, Tract No. Elkhorn Springs-Parcel 4B, Block 4 shown on the Subdivision map recorded in Book No. 73 Page(s) 28, Inclusive, of Maps of the County of Clark, State of Nevada.

PROPERTY ADDRESS: 7313 Hospitality Place  
Las Vegas, NV 89131

If you have any questions, you should contact a lawyer. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.



**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION**

NOTICE IS HEREBY GIVEN THAT: Angius & Terry Collections LLC, is the duly appointed Trustee/Agent authorized by the Association to record Notice of Delinquent Assessment obligations in favor of said Association, pursuant to the terms contained in that certain Declaration of Covenants, Conditions and Restrictions, Recorded on 3/22/1995 as document no. 00346 book no. 950322 page of Official Records in the Office of the Recorder of Clark County, Nevada, and any and all amendments or annexations of record thereto, describing the land therein. That the beneficial Interest under said Notice of Delinquent Assessment is presently held by the Association. That a breach of, and default in, the obligation for which said Covenants, Conditions and Restrictions as security has occurred in that the payment(s) have not been made of: periodic assessments, less credits and offsets, plus any late charges, interest, fees, charges, collection costs, trustees fees, and attorney fees, if any.

That by reason thereof, the present Association under such Covenants, Conditions and Restrictions, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Covenants, Conditions and Restrictions and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the herein described property, liened by said Association, to be sold to satisfy the obligations secured thereby.

DATE: January 15, 2010

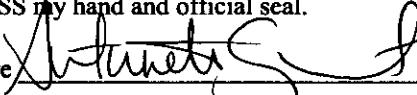
  
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Mary Featherston, Trustee Sale Officer of Angius & Terry Collections LLC, as Trustee

STATE OF NEVADA  
COUNTY OF CLARK

On January 15, 2010 before me, Antoinette Gilbert, a Notary Public, personally appeared Mary Featherston who provided to me on the basis of satisfactory evidence to the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

Antoinette Gilbert, Notary Public

